

**ORIGINAL
AGREEMENT**

between

Snohomish Co.

&

City of Bothell

14-141

**SNOHOMISH COUNTY HOUSING AND COMMUNITY DEVELOPMENT
URBAN COUNTY CONSORTIUM**

INTERLOCAL COOPERATION AGREEMENT

WHEREAS, the Congress of the United States of America has declared that the nation's cities, towns and smaller urban communities face critical social, economic, and environmental problems, and has enacted the Housing and Community Development Act of 1974, as amended (hereinafter "the Act") in response thereto; and

WHEREAS, the Act makes federal financial assistance available for:

1. Eliminating slums and blight, blighting influences and the deterioration of property in neighborhood and community facilities of importance to the welfare of the community;
2. Eliminating conditions detrimental to health, safety and welfare of the public through enforcement of regulatory standards, demolition, interim rehabilitation assistance and related activities;
3. Conserving and expanding the nation's housing stock so as to provide a decent home and suitable living environment for every person and primarily those of low income;
4. Expanding and improving the quantity and quality of community services, principally for persons of low income, which are essential for sound community development;
5. Utilizing land and other natural resources so as to afford the most rational and best arrangement of the residential, commercial, industrial, recreational, and other needed activity centers;
6. Reducing the isolation of income groups within communities and geographic areas by promoting and increasing the diversity and vitality of neighborhoods through lessening housing concentration of low income people and revitalizing deteriorating and deteriorated neighborhoods;
7. Restoring and preserving property of special value for historic, architectural, or aesthetic reasons;
8. Community revitalization in areas with population out-migration and/or stagnating or declining tax base; and
9. Conserving the nation's scarce energy resources, improving energy efficiency, and the providing of alternative and renewable energy source supplies; and

WHEREAS, the Act and the Regulations established thereunder (hereinafter "Regulations") establish certain eligibility requirements for receipt of federal financial assistance; and

WHEREAS, Snohomish County may be eligible to receive federal financial assistance under that Act as an "Urban County;" and

WHEREAS, the Interlocal Cooperation Act of 1967 (Chapter 39.34, Revised Code of Washington) permits local governmental units to cooperate in a manner that will accord best with geographic, economic, demographic and other factors influencing the development of local communities;

NOW, THEREFORE, Snohomish County, a political subdivision of the State of Washington (hereafter referred to as "County"), and the City of Bothell, a political subdivision of the State of Washington (hereafter referred to as "unit of local government"), pursuant to the Interlocal Cooperation Act of 1967, in consideration of the promises and covenants hereinafter set forth, agree as follows:

1. Each party authorizes the inclusion of its population and other demographic characteristics for purposes of qualification of Snohomish County as an Urban County as defined in the Act; joins together with all other participating units of general purpose local government to qualify Snohomish County as an Urban County for Community Development Block Grant (hereinafter "CDBG"), HOME Investment Partnership Program (hereinafter "HOME"), Emergency Solutions Grant Program (hereinafter "ESG"), and such other funds as may be available from the U.S. Department of Housing and Urban Development as a result of the Urban County designation; agrees to cooperate to undertake, or assist in undertaking, community renewal and lower income housing assistance activities, specifically urban renewal and publicly assisted housing; and shall take all necessary actions to carry out the provisions of the approved Snohomish County Consolidated Plan. This agreement contemplates that identical agreements will be executed between the County and other cities and towns in Snohomish County and that the population and demographic data from those other cities and towns will further enable the County to qualify for CDBG, HOME, and ESG funding. Such other cities and towns which enter into identical agreements are hereinafter referred to as "participating units of local government."
2. Snohomish County, as the applicant and grant recipient entity, assumes full decision making authority, including final funding award selections, policy making, and preparation and filing of the Consolidated Plan and annual Action Plan with the U.S. Department of Housing and Urban Development (hereinafter "HUD"), to carry out activities funded from Federal Fiscal Year 2000, 2001, and 2002 appropriations for the CDBG, HOME, and ESG programs and any program income generated from the expenditure of such funds, and also assumes all obligations of the applicant as provided in the Act and the regulations promulgated thereunder.
3. Through the execution of this Agreement, the unit of local government understands and acknowledges that for the Federal Fiscal Years for which this Agreement is in effect, it is not eligible to apply for grants from Federal appropriations under the State CDBG program, that it may receive a formula allocation under the HOME Program only through the Urban County and that it may not participate in a HOME Consortium except with Snohomish County, and that this does not preclude the Urban County or the unit of local government

from applying to the State for HOME funds, if the state allows; and that it may receive a formula allocation under the ESG Program only through the Urban County and that this does not preclude the Urban County or the unit of local government from applying to the State for ESG funds, if the state allows.

4. Snohomish County and the unit of local government will take all required actions necessary to assure compliance with the Urban County's certification required by Section 104 (b) of Title I of the Housing and Community Development Act of 1974, as amended, regarding Title VI of the Civil Rights Act of 1964, the Fair Housing Act, and affirmatively furthering fair housing. Both parties must comply with Section 109 of Title I of the Housing and Community Development Act of 1974, which incorporates Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, and with other applicable laws.
5. Snohomish County shall not provide CDBG, HOME, or ESG funding in or in support of any participating unit of local government that does not affirmatively further fair housing within its own jurisdiction or that impedes the County's action to comply with the County's fair housing certification.
6. The County and the unit of local government have each adopted and are each enforcing a policy prohibiting the use of excessive force by law enforcement agencies within its jurisdiction against any individuals engaged in nonviolent civil rights demonstrations; and a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of such nonviolent civil rights demonstrations within jurisdictions.
7. Pursuant to 24 CFR 570.501(b), the unit of local government is subject to the same requirements applicable to subrecipients including the requirement of cooperating through written agreement with Snohomish County as set forth in 24 CFR 570.503.
8. A Policy Advisory Board is hereby established which shall advise the County Council and Executive in matters of planning and administration of the Urban County program, including preparation of the Consolidated Plan and annual Action Plan, establishing and maintaining program management policies, and selecting among competing funding applications.
9. The Policy Advisory Board shall consist of the Snohomish County Executive (or his/her designee); three (3) members of the Snohomish County Council; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is 10,000 or greater; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is between 3,000 and 10,000; one (1) Mayor or Council member to represent all participating units of local government whose population, independently, is less than 3,000; one (1) Mayor or Council member to represent all participating units of local government at large; and one (1) Snohomish County citizen selected and appointed by the other eight (8) members of the Policy Advisory Board to serve ex officio as Chairperson of the Board. The four members representing participating municipalities shall each be selected and appointed in a manner

agreed upon by the units of local government represented. Each Policy Advisory Board member shall have one vote in the Board's proceedings, except that the ex officio Chairperson shall vote only in the event of a tie.

10. The Policy Advisory Board shall adopt bylaws, hold public hearings, advise on public and intergovernmental information and consultation processes, review and make recommendations on proposed plans, priorities, and policies, and review and make recommendations on proposed funding awards.
11. For the purpose of assisting in assessing funding applications for such characteristics as community need, conformance with adopted plans and priorities, nature and extent of benefit, financial or technical feasibility, or other factors bearing upon the merit of proposals competing for funding, a Technical Advisory Committee is hereby established which shall make recommendations to the Policy Advisory Board.
12. The Technical Advisory Committee shall consist of one (1) representative appointed by each participating unit of local government; two (2) representatives of Snohomish County appointed by the Snohomish County Executive; one (1) representative appointed by the Housing Authority of Snohomish County; and eight (8) Snohomish County residents appointed by the Policy Advisory Board to represent the following population groups: two residents representing low-income persons; two residents representing handicapped persons; two residents representing senior citizens; and two residents representing minority persons. Each Committee member shall have one vote.
13. Awards of all funds administered by the County under this Agreement shall be executed by written contractual agreements, in the form prescribed by the County, between the County and the participating units of local government or other eligible public and private nonprofit award recipients; and all activities receiving such financial assistance shall be carried out in compliance with those agreements and with all other applicable laws and regulations.
14. This Agreement shall supersede all previous Urban County cooperation agreements and shall remain in full force and effect from July 1, 2015 to June 30, 2018, or thereafter until all CDBG, HOME, and ESG funds received by the unit of local government from the County from Federal Fiscal Year 2015, 2016 and 2017 appropriations and any subsequent qualification periods under this Agreement and all Program Income generated by activities funded from those receipts are expended and all the activities assisted either with the original receipts or the Program Income are completed. Neither party may terminate or withdraw from this Agreement while this Agreement remains in effect as provided herein and by the Act and Regulations. However, in the event that there is a revision of the Act and/or the Regulations which would make this Agreement out of compliance with the Act or Regulations, both parties will review this Agreement to renegotiate those items necessary to bring the Agreement into compliance. Both parties understand and agree that refusal to renegotiate this Agreement will result in the effective termination of the Agreement as of the date it is no longer in compliance with the Act and/or Regulations as amended.

Each party shall adopt any amendment to the Agreement incorporating changes necessary to meet the requirements for cooperation agreements set forth in an Urban County Qualification Notice applicable for a subsequent three-year urban county qualification period and to submit such amendment to HUD as provided in the urban county qualification notice. Failure to comply with the requirements of this paragraph will void the automatic renewal for such qualification period.

15. At the end of the initial three year term this Agreement shall automatically renew for an additional three year term, and thereafter at successive three year intervals, unless and until either of the parties gives Notice to the other, in the required manner, of its intention to terminate the Agreement at the end of the current term. Such Notice must be given in writing by a certain date that will be specified in instructions issued by HUD in advance of each succeeding three year term. The County shall inform the unit of local government in writing of that deadline date for Notice to terminate and its right not to participate, at least 30 days in advance of said date. In the event Notice of intent to terminate is given, the Agreement shall terminate after all CDBG, HOME, and ESG funds received by the unit of local government from the County from appropriations for the three Federal Fiscal Years of that current term, and all Program Income generated by activities funded from those receipts are expended and all the activities assisted either with the original receipts or the Program Income are completed.
16. The unit of local government may not sell, trade, or otherwise transfer all or any portion of such funds to another such metropolitan city, urban county, unit of local government, or Indian Tribe, or insular area that directly or indirectly receives CDBG funds in exchange for any other funds, credits, or non-Federal considerations, but must use such funds for activities eligible under Title I of the Act pursuant to the Transportation, Housing, and Urban Development, and Related Agencies Appropriations Act, 2014, Pub. L. 113-76.

[Signature Page Follows.]

IN WITNESS WHEREOF, the undersigned parties have executed this AGREEMENT, this
5th day of August, 2014.

FOR _____

BY _____

TITLE _____

ATTEST:

BY _____

TITLE _____

FOR SNOHOMISH COUNTY

BY _____

GARY HAAKENSEN
Executive Director

TITLE _____

ATTEST:

BY _____

TITLE _____

APPROVED AS TO FORM:

Rebecca Wendling 6/12/2014